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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VALLEY VIEW VILLAGE SUBDIVISION
FOR VALLEY VIEW VILLAGE CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALLEY VIEW VILLAGE CONDOMINIUMS is made and entered into this 14th day of June, 2005, by DARTER, LLC ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of Lot 46, Valley View Village, according to plat recorded in the office of the Clerk and Recorder of Garfield County, Colorado on December 16, 2003 as Reception No. 643048 except individual units previously conveyed to others; and

WHEREAS, Lot 46 will include six-unit, multi-family residential buildings (the "Condominiums"); and

WHEREAS, the Condominiums are a part of the larger Valley View Village Subdivision (the "Subdivision"); and

WHEREAS, a Master Declaration of Covenants, Conditions and Restrictions for the Subdivision was recorded in the office of the Clerk and Recorder of Garfield County, Colorado on December 16, 2003 at Book 1546, Page 979, Reception No. 643048 (the "Master Declaration"), and a Supplemental Declaration of Covenants, Conditions and Restrictions for Valley View Village Subdivision for Valley View Village Townhomes was recorded in Book 1630 at Page 263 as Reception No. 661556 (the "Townhome Declaration");

NOW, THEREFORE, Declarant hereby declares Covenants, Conditions, Restrictions and Easements to be imposed on and for the benefit of Valley View Village Condominiums and in furtherance of the purposes stated below, Declarant makes the following declarations:

**ARTICLE I
GENERAL PURPOSE OF COVENANTS**

1.1 Purpose. This Declaration of Covenants, Conditions and Restrictions (hereinafter "Covenants") shall govern and be applicable to that certain real property located within Garfield County, Colorado, as more particularly described on the Final Plat for Valley View Village Condominium Building L recorded as Reception No. 676211 in the office of the Garfield County Clerk and Recorder (the "Property"), which Final Plat is incorporated herein by reference. It is the intention of the Declarant, expressed by its execution of this instrument, that the lands within the Property be developed and maintained as a highly desirable affordable scenic residential area. It is the purpose of these Covenants to preserve the present natural beauty and character of the Property along with the views and setting of the Property to the greatest extent

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Glenwood Springs, CO 81602

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reasonably possible, and the units therein shall always be protected as much as possible with respect to uses, structures, landscaping, and general development as permitted by this instrument.

1.2 Incorporation of Master Declaration. The Master Declaration recorded as set forth above is hereby incorporated by reference to the extent that its provisions relate to the Condominiums.

1.3 Defined Terms. Each capitalized term not otherwise defined in these Covenants shall have the meaning specified or used in the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act").

1.4 Association Name. The name of the Association is the "Valley View Village Condominium Homeowners Association," a Colorado nonprofit corporation (hereinafter "Condominium Association"). The Condominium Association shall be a sub-association of the Valley View Village Townhome Association ("Townhome Association") and the Valley View Village Homeowners Association ("Master Association").

1.6 Property Location. The Property constituting the Common Interest Community is located within the County of Garfield, State of Colorado.

1.7 Property Description. The Property shall consist of multi-family, six-plex units (hereinafter "Unit" or "Units") which are more particularly described on the Condominium Plat as defined below. Declarant shall have the right to add additional real property within the Subdivision to the "Property" by the filing of future condominium plats with the Garfield County Clerk and Recorder.

ARTICLE II
DEFINITIONS

2.1 "Common Elements" shall be all portions of the Subdivision designated by this Declaration for the common use and enjoyment of Subdivision residents. The Common Elements shall be owned and maintained by the Master Association, and Condominium Owners shall be assessed periodically for maintenance costs of such Common Elements and shall remit such fees to the Master Association.

2.2 "Condominium Association" shall mean and refer to VALLEY VIEW VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, its successors and assigns, and shall function as a sub-association within the scope of the Valley View Village Master Association and Townhome Association. The Condominium Association shall be responsible only for the limited common areas, the limited common elements related to the Condominium Units and such other property or elements as such terms may be defined and elements declared in this Declaration.



2.3 "Condominium Limited Common Elements" shall mean the portions of the Property, in addition to the portions described in Sections 38-33.3-202(1)(b) and (d) of the Act, designated on the Condominium Plat for the exclusive use of one or more but fewer than all of the Condominium Units.

2.4 "Condominium Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any multi-family, six-plex dwelling unit which is part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

2.5 "Condominium Plat" shall mean the final plat for the Valley View Village Condominiums Building L recorded in the Office of the Clerk and Recorder, Garfield County, Colorado on June 14, 2005, 2004 as Reception No. 676211.

2.6 "Condominium Unit" shall mean any individual dwelling within a multi-family, six-plex dwelling to be constructed on the Property as shown on the Condominium Plat. Declarant shall have further right to submit other Condominium Units located outside the Property but within the Subdivision to this Supplemental Declaration by filing a further supplement hereto and/or by virtue of a plat note subjecting such units to this Declaration.

2.7 "General Common Elements" shall mean all areas of Lot 46 not under a building footprint. The General Common Elements shall be owned by Unit Owners in pro rata shares. The Townhome Association, subject to the rights and obligations of the Unit Owners set forth in this Declaration and the Townhome Declaration, shall be responsible for the management and control of the General Common Elements. Each Unit Owner shall have a perpetual right and easement of access to and from a Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however that such right and easement shall be subject to (a) the covenants, conditions and easements contained in this Declaration, the Master Declaration, and the Townhome Declaration; and (b) the right of the Townhome Association to adopt, from time to time, rules and regulations for vehicular traffic and other passage across the General Common Elements to facilitate the optimum and most convenient use of the Units and General Common Elements by Unit Owners.

2.8 "Limited Common Elements" shall mean a portion of the Common Elements of the Property designated in this Declaration, or on a plat, or on the contract documents for the sale and purchase of any such property, or by the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"), for the exclusive use or one more but fewer than all of the Townhome Units.

2.9 "Property" shall mean that section of Lot 46 designated for condominium construction as shown on the Condominium Plat.

2.10 "Subdivision" shall be all land as shown on the Valley View Village final plat recorded as Reception No. 643048.



2.11 "Unit" shall mean any individual dwelling within a multi-family dwelling to be constructed within Lot 46, including but not limited to the Condominium Units. Declarant shall further have the right to submit other Units located outside Lot 46 but within the Subdivision to this Supplemental Declaration by filing a further supplement hereto.

2.12 "Unit Owner" shall be the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III **OWNERS - HOMEOWNERS ASSOCIATION**

3.1 Formation and Membership. The Condominium Association shall be a nonprofit Colorado corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles of Incorporation, Bylaws and this Declaration of Covenants, Conditions and Restrictions. Neither the Articles nor Bylaws of the Condominium Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Covenants. This Condominium Association shall be a membership association without certificates or shares of stock. All Condominium Owners, including Declarant, who own or acquire the title in fee to any of the Condominium Units in the Subdivision by whatever means acquired shall automatically become members of the Condominium Association. Membership in the Condominium Association shall automatically terminate when a Condominium Owner of one of the Condominium Units ceases to be a Condominium Owner of such Condominium Unit.

Each Condominium Unit shall be entitled to one (1) vote.

3.2 Executive Board and Officers. The affairs of the Condominium Association shall be governed by an Executive Board consisting of at least three (3) and no more than seven (7) members elected by the Condominium Owners. The initial Board shall be comprised of three (3) members. The Executive Board may elect or appoint officers in accordance with its Articles and Bylaws as the same may be amended from time to time. The Executive Board may also appoint various committees and hire employees as may be required. The Board shall determine the compensation to be paid to any employee of the Condominium Association.

3.3 Purpose. The Condominium Association, through its Executive Board, shall be authorized and empowered to take each and every step necessary or convenient for the implementation and enforcement of the Covenants contained in this Declaration. The Condominium Association shall have the right and responsibility to maintain, preserve, repair, insure, and otherwise protect and promote the interests of the Condominium Owners with respect to all common properties and interests of the Condominium Owners and the Condominium Association. The Condominium Association shall be governed by its Articles of Incorporation and Bylaws as may be amended from time to time.



3.4 Maintenance of General Common Elements. The Townhome Association shall be responsible for maintenance of all General Common Elements. The Condominium Association shall collect and remit to the Townhome Association a pro rata share of the costs of maintaining such General Common Elements based on the total number of Condominium Units.

3.5 Maintenance of Condominium Limited Common Elements. The Condominium Owners shall own, operate, and maintain all Condominium Limited Common Elements within the Property as shown on the Condominium Plat in pro rata shares based on the number of Condominium Units in order to keep them in good, clean, attractive and sanitary condition and repair, except as follows:

- (a) Except as provided otherwise in this Declaration, in the Master Declaration or by written agreement with the Association, all maintenance of individual Condominium Units, including, without limitation, all interior surfaces, structural and nonstructural members, utility systems, utility lines from the point of departure from a shared usage, glazing, doors, and other fixtures designed to serve a single Condominium Unit, shall be the sole responsibility of the respective Condominium Owners. Each Condominium Unit shall be maintained in a good, clean, attractive and sanitary condition and repair consistent with the requirements of a first class residential development.
- (b) The Owner of a Condominium Unit to which any Condominium Limited Common Element is allocated shall be solely responsible for removal of snow, leaves and debris from same. Fencing of such allocated Condominium Limited Common Element shall be permitted, provided, however, that the maintenance of any such fenced area shall be the sole responsibility of the Owner of such Condominium Unit. Any other Common Expense associated with the maintenance, repair or replacement of a Condominium Limited Common Element shall be assessed equally against the Condominium Units to which the Condominium Limited Common Element is assigned.

3.6 Declarant Control. The provisions of Section 3.5 of the Master Declaration are incorporated herein in their entirety.

3.7 Limited Liability and Indemnification. To the fullest extent permitted by law, neither the Condominium Association nor its past, present or future officers, directors, nor any employee, agent or committee member of the Condominium Association, nor the Declarant shall be liable to any Condominium Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except gross negligence. Without limiting the foregoing, the Condominium Association, the Board and the Declarant shall not be liable to any party for any action or for any failure to act, in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed



engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Condominium Association for such purposes shall not be adequate, the Condominium Owners severally agree to indemnify the Condominium Association, the Board and the Declarant against all loss resulting from such action or failure to act, including expenses and liabilities, attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved. The foregoing limitations of liability shall extend to the officers, agents, legal representatives and owners of Declarant.

3.8 Notice to Condominium Owners. Notice to a Condominium Owner of matters affecting the Condominiums by the Condominium Association or by another Condominium Owner shall be sufficiently given if such notice is in writing and is delivered personally, by courier, or private service delivery or on the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Condominium Owner's Unit.

3.9 Transfer Fee. The Condominium Association may adopt and impose a reasonable fee on new Condominium Owners upon transfer of a Condominium Unit at a rate approved by the Executive Board and subject to periodic review.

ARTICLE IV
EASEMENTS AND LICENSES

4.1 Incorporation By Reference. The provisions of Sections 4.1 through and including 4.3 of Article IV of the Master Declaration are incorporated herein by reference in their entirety.

ARTICLE V
USE RESTRICTIONS

5.1 Incorporation by Reference. The provisions of Sections 5.1, 5.2, 5.3, 5.5 through and including 5.10, and 5.13 through and including 5.29 of Article V of the Master Declaration are incorporated herein by reference in their entirety.

5.2 No Partition of Condominium Limited Common Elements. No Condominium Owner shall bring any action for partition or division of the Condominium Limited Common Elements. By acceptance of a deed or other instrument of conveyance or assignment, each Condominium Owner shall be deemed to have specifically waived such Condominium Owner's rights to commence or maintain a partition action or any other action designed to cause a division of the Common Elements, General Common Elements, or Condominium Limited Common Elements. This Section may be pleaded as a bar to any such action. Any Condominium Owner who commences or maintains any such action shall be liable for and agrees to reimburse the Condominium Association for its costs, expenses and reasonable attorneys' fees in defending any such action.



5.3 Vehicles. There are two (2) designated parking spaces assigned to each Condominium Unit. Each vehicle parked in a designated parking space shall be registered with the Condominium Association by type, year, color, license number and such other identification as is appropriate. No guest of a Condominium Owner shall use a parking space designated for visitors for more than three (3) days without the consent of the Executive Board, which may impose a fee for such use. No trucks, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats or boat trailers or similar vehicles (other than passenger automobiles or pickup or utility trucks with a capacity of one ton or less) or any other vehicles shall be parked, stored or kept on any portion of the Property. This restriction shall not prohibit occasional parking of commercial, service and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property. No work on vehicles, including repairs, shall be performed on any portion of the Property, except in emergencies. Abandoned or inoperable vehicles shall not be stored or parked on any portion of the Property. An abandoned or inoperable vehicle is any vehicle which has not been driven under its own propulsion for three (3) weeks or longer and which appears incapable of operation. A written notice describing the abandoned or inoperable vehicle and requesting its removal shall be personally served upon the Owner or posted on the vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice is given, the Condominium Association may remove the vehicle without liability and the expense of removal shall be charged against the Condominium Owner.

The Condominium Association shall have the right to assess and enforce penalties against Condominium Owners violating these restrictions applying to vehicles as follows: One Hundred Dollars (\$100.00) for the first violation and One Hundred Dollars (\$100.00) plus an additional Fifty Dollars (\$50.00) for each subsequent violation, such that the fine increases in Fifty Dollar (\$50.00) increments for each succeeding violation.

ARTICLE VI
ARCHITECTURAL COMMITTEE

6.1 Incorporation by Reference. The provisions of Sections 6.1 through and including 6.12 of Article VI of the Master Declaration are incorporated herein by reference in their entirety.

ARTICLE VII
COLLECTION OF ASSESSMENTS - ENFORCEMENT

7.1 Assessments. All Condominium Owners, by acceptance of a deed to a Condominium Unit, including without limitation public trustee, sheriff's or similar deed, are deemed to covenant and agree and shall be obligated to pay any and all assessments lawfully imposed by the Executive Board of the Condominium Association and the Executive Board of the Townhome Association. To the extent the Townhome Association and/or Condominium Association is responsible therefor, assessments may be lawfully imposed for any items of common expense which may include, among other things: expenses and costs of maintaining, repairing, and plowing of roads within and accessing the Subdivision; expenses for maintaining,

improving, and preserving common property; expenses of the Architectural Committee; and insurance, accounting, and legal functions of the Townhome Association and/or Condominium Association. Such assessments shall be deemed general assessments and shall be borne pro rata by all Condominium Owners. The Condominium Association Executive Board may establish contingency and reserve funds for the maintenance and improvement of common property and any other anticipated costs and expenses of the either association to be incurred in pursuit of its purpose. Contingency and reserve funds shall be in such an amount as the Townhome Association Executive Board and/or Condominium Association Executive Board may deem necessary and appropriate for the aforesaid purposes. Each Condominium Owner shall be required to pay his pro rata portion of these funds based on the total number of Condominium Units.

The Condominium Association Executive Board shall have the right during any calendar year to levy and assess against all of the Condominium Owners a special assessment for such purpose or purposes, in accordance with these Covenants, or the Articles or Bylaws of the Townhome Association or Condominium Association, as may be necessary. Such special assessment shall be paid for in equal portions by the Condominium Owners obligated to pay such assessment and shall be due and payable as determined by the Executive Board.

All Condominium Owners specifically acknowledge and agree that an assessment will be levied against them and their Condominium Unit by both the Master Association and the Battlement Mesa Service Association for the maintenance of the Common Elements that serve the Subdivision and the entire Battlement Mesa PUD, including certain common elements of the Property, at the rate to be determined from time to time by the Master Association and the Battlement Mesa Service Association. Any default in the payment of such assessments shall constitute a default under these Covenants and shall be subject to enforcement hereunder.

7.2 Incorporation by Reference. The provisions of Sections 7.2 through and including 7.5 of Article VII of the Master Declaration are hereby incorporated by reference in their entirety.

ARTICLE XIII **RIGHTS OF LENDERS**

8.1 Incorporation by Reference. Sections 8.1 through and including 8.12 of Article VIII of the Master Declaration are hereby incorporated by reference in their entirety.

ARTICLE IX **INSURANCE**

9.1 Incorporation by Reference. Sections 9.1 and 9.2 of Article IX of the Master Declaration are hereby incorporated by reference in their entirety.

9.2 Townhome Association Insurance. The Townhome Association shall obtain, maintain, and pay premiums upon, as a common expense, a policy of property insurance



covering all of the General Common Elements within Lot 46 and all personal property belonging to the Townhome Association, as well as comprehensive general liability insurance covering all of the common elements and public ways of Lot 46.

9.3 Condominium Association Insurance. The Condominium Association shall obtain, maintain, and pay premiums upon, as a common expense, a policy of property insurance covering all of the Condominium Common Elements and Condominium Limited Common Elements within the Property and all personal property belonging to the Condominium Association.

9.4 Condominium Unit Owner Insurance. An insurance policy issued to the Condominium Association does not obviate the need for Condominium Owners to obtain insurance for their own benefit. The Condominium Association insurance policy shall not cover finished interior surfaces of the walls, floors, and ceilings of the Condominium Units. Moreover, the Condominium Association insurance policy need not include improvements and betterments installed by Condominium Owners. It shall be the duty of all Condominium Owners to ensure that such portions of the Condominium Unit as exist for their own benefit are insured adequately.

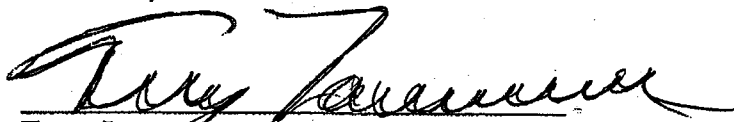
ARTICLE X
GENERAL PROVISIONS

10.1 Incorporation by Reference. Sections 11.1 through and including 11.7 and Section 11.9 of the Master Declaration are hereby incorporated by reference in their entirety.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for the Valley View Village Condominium Association has been executed as of the day and year first written above.

DECLARANT:

DARTER, LLC

By 
Terry Lawrence

[Notary Block on following page.]



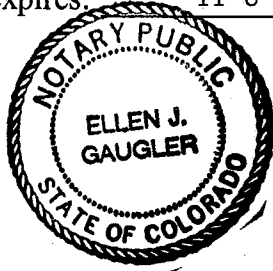
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STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 14th day of June,
2005, by Terry Lawrence, Managing Member of Darter, LLC.

WITNESS my hand and official seal.

My Commission expires: 11-8-2008.



Notary Public



676212 06/14/2005 01:19P B1697 P127 M ALSDORF
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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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RECITALS

WHEREAS, Declarant is the owner of Lot 46, Valley View Village, according to plat recorded in the office of the Clerk and Recorder of Garfield County, Colorado on December 16, 2003 as Reception No. 643048 except individual units previously conveyed to others; and

WHEREAS, Lot 46 will include six-unit, multi-family residential buildings (the "Condominiums"); and

WHEREAS, the Condominiums are a part of the larger Valley View Village Subdivision (the "Subdivision"); and

WHEREAS, a Master Declaration of Covenants, Conditions and Restrictions for the Subdivision was recorded in the office of the Clerk and Recorder of Garfield County, Colorado on December 16, 2003 at Book 1546, Page 979, Reception No. 643048 (the "Master Declaration"), and a Supplemental Declaration of Covenants, Conditions and Restrictions for Valley View Village Subdivision for Valley View Village Townhomes was recorded in Book 1630 at Page 263 as Reception No. 661556 (the "Townhome Declaration");

NOW, THEREFORE, Declarant hereby declares Covenants, Conditions, Restrictions and Easements to be imposed on and for the benefit of Valley View Village Condominiums and in furtherance of the purposes stated below, Declarant makes the following declarations:

**ARTICLE I
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1.1 **Purpose.** This Declaration of Covenants, Conditions and Restrictions (hereinafter "Covenants") shall govern and be applicable to that certain real property located within Garfield County, Colorado, as more particularly described on the Final Plat for Valley View Village Condominium Building L recorded as Reception No. 676211 in the office of the Garfield County Clerk and Recorder (the "Property"), which Final Plat is incorporated herein by reference. It is the intention of the Declarant, expressed by its execution of this instrument, that the lands within the Property be developed and maintained as a highly desirable affordable scenic residential area. It is the purpose of these Covenants to preserve the present natural beauty and character of the Property along with the views and setting of the Property to the greatest extent

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reasonably possible, and the units therein shall always be protected as much as possible with respect to uses, structures, landscaping, and general development as permitted by this instrument.

1.2 Incorporation of Master Declaration. The Master Declaration recorded as set forth above is hereby incorporated by reference to the extent that its provisions relate to the Condominiums.

1.3 Defined Terms. Each capitalized term not otherwise defined in these Covenants shall have the meaning specified or used in the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act").

1.4 Association Name. The name of the Association is the "Valley View Village Condominium Homeowners Association," a Colorado nonprofit corporation (hereinafter "Condominium Association"). The Condominium Association shall be a sub-association of the Valley View Village Townhome Association ("Townhome Association") and the Valley View Village Homeowners Association ("Master Association").

1.6 Property Location. The Property constituting the Common Interest Community is located within the County of Garfield, State of Colorado.

1.7 Property Description. The Property shall consist of multi-family, six-plex units (hereinafter "Unit" or "Units") which are more particularly described on the Condominium Plat as defined below. Declarant shall have the right to add additional real property within the Subdivision to the "Property" by the filing of future condominium plats with the Garfield County Clerk and Recorder.

ARTICLE II DEFINITIONS

2.1 "Common Elements" shall be all portions of the Subdivision designated by this Declaration for the common use and enjoyment of Subdivision residents. The Common Elements shall be owned and maintained by the Master Association, and Condominium Owners shall be assessed periodically for maintenance costs of such Common Elements and shall remit such fees to the Master Association.

2.2 "Condominium Association" shall mean and refer to VALLEY VIEW VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, its successors and assigns, and shall function as a sub-association within the scope of the Valley View Village Master Association and Townhome Association. The Condominium Association shall be responsible only for the limited common areas, the limited common elements related to the Condominium Units and such other property or elements as such terms may be defined and elements declared in this Declaration.

2.3 "Condominium Limited Common Elements" shall mean the portions of the Property, in addition to the portions described in Sections 38-33.3-202(1)(b) and (d) of the Act, designated on the Condominium Plat for the exclusive use of one or more but fewer than all of the Condominium Units.

2.4 "Condominium Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any multi-family, six-plex dwelling unit which is part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

2.5 "Condominium Plat" shall mean the final plat for the Valley View Village Condominiums Building L recorded in the Office of the Clerk and Recorder, Garfield County, Colorado on June 14, 2005, 2005 as Reception No. 676211.

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2.8 "Limited Common Elements" shall mean a portion of the Common Elements of the Property designated in this Declaration, or on a plat, or on the contract documents for the sale and purchase of any such property, or by the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"), for the exclusive use or one more but fewer than all of the Townhome Units.

2.9 "Property" shall mean that section of Lot 46 designated for condominium construction as shown on the Condominium Plat.

2.10 "Subdivision" shall be all land as shown on the Valley View Village final plat recorded as Reception No. 643048.

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ARTICLE III **OWNERS - HOMEOWNERS ASSOCIATION**

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Each Condominium Unit shall be entitled to one (1) vote.

3.2 Executive Board and Officers. The affairs of the Condominium Association shall be governed by an Executive Board consisting of at least three (3) and no more than seven (7) members elected by the Condominium Owners. The initial Board shall be comprised of three (3) members. The Executive Board may elect or appoint officers in accordance with its Articles and Bylaws as the same may be amended from time to time. The Executive Board may also appoint various committees and hire employees as may be required. The Board shall determine the compensation to be paid to any employee of the Condominium Association.

3.3 Purpose. The Condominium Association, through its Executive Board, shall be authorized and empowered to take each and every step necessary or convenient for the implementation and enforcement of the Covenants contained in this Declaration. The Condominium Association shall have the right and responsibility to maintain, preserve, repair, insure, and otherwise protect and promote the interests of the Condominium Owners with respect to all common properties and interests of the Condominium Owners and the Condominium Association. The Condominium Association shall be governed by its Articles of Incorporation and Bylaws as may be amended from time to time.



3.4 Maintenance of General Common Elements. The Townhome Association shall be responsible for maintenance of all General Common Elements. The Condominium Association shall collect and remit to the Townhome Association a pro rata share of the costs of maintaining such General Common Elements based on the total number of Condominium Units.

3.5 Maintenance of Condominium Limited Common Elements. The Condominium Owners shall own, operate, and maintain all Condominium Limited Common Elements within the Property as shown on the Condominium Plat in pro rata shares based on the number of Condominium Units in order to keep them in good, clean, attractive and sanitary condition and repair, except as follows:

- (a) Except as provided otherwise in this Declaration, in the Master Declaration or by written agreement with the Association, all maintenance of individual Condominium Units, including, without limitation, all interior surfaces, structural and nonstructural members, utility systems, utility lines from the point of departure from a shared usage, glazing, doors, and other fixtures designed to serve a single Condominium Unit, shall be the sole responsibility of the respective Condominium Owners. Each Condominium Unit shall be maintained in a good, clean, attractive and sanitary condition and repair consistent with the requirements of a first class residential development.
- (b) The Owner of a Condominium Unit to which any Condominium Limited Common Element is allocated shall be solely responsible for removal of snow, leaves and debris from same. Fencing of such allocated Condominium Limited Common Element shall be permitted, provided, however, that the maintenance of any such fenced area shall be the sole responsibility of the Owner of such Condominium Unit. Any other Common Expense associated with the maintenance, repair or replacement of a Condominium Limited Common Element shall be assessed equally against the Condominium Units to which the Condominium Limited Common Element is assigned.

3.6 Declarant Control. The provisions of Section 3.5 of the Master Declaration are incorporated herein in their entirety.

3.7 Limited Liability and Indemnification. To the fullest extent permitted by law, neither the Condominium Association nor its past, present or future officers, directors, nor any employee, agent or committee member of the Condominium Association, nor the Declarant shall be liable to any Condominium Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except gross negligence. Without limiting the foregoing, the Condominium Association, the Board and the Declarant shall not be liable to any party for any action or for any failure to act, in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed



engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Condominium Association for such purposes shall not be adequate, the Condominium Owners severally agree to indemnify the Condominium Association, the Board and the Declarant against all loss resulting from such action or failure to act, including expenses and liabilities, attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved. The foregoing limitations of liability shall extend to the officers, agents, legal representatives and owners of Declarant.

3.8 Notice to Condominium Owners. Notice to a Condominium Owner of matters affecting the Condominiums by the Condominium Association or by another Condominium Owner shall be sufficiently given if such notice is in writing and is delivered personally, by courier, or private service delivery or on the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Condominium Owner's Unit.

3.9 Transfer Fee. The Condominium Association may adopt and impose a reasonable fee on new Condominium Owners upon transfer of a Condominium Unit at a rate approved by the Executive Board and subject to periodic review.

ARTICLE IV EASEMENTS AND LICENSES

4.1 Incorporation By Reference. The provisions of Sections 4.1 through and including 4.3 of Article IV of the Master Declaration are incorporated herein by reference in their entirety.

ARTICLE V USE RESTRICTIONS

5.1 Incorporation by Reference. The provisions of Sections 5.1, 5.2, 5.3, 5.5 through and including 5.10, and 5.13 through and including 5.29 of Article V of the Master Declaration are incorporated herein by reference in their entirety.

5.2 No Partition of Condominium Limited Common Elements. No Condominium Owner shall bring any action for partition or division of the Condominium Limited Common Elements. By acceptance of a deed or other instrument of conveyance or assignment, each Condominium Owner shall be deemed to have specifically waived such Condominium Owner's rights to commence or maintain a partition action or any other action designed to cause a division of the Common Elements, General Common Elements, or Condominium Limited Common Elements. This Section may be pleaded as a bar to any such action. Any Condominium Owner who commences or maintains any such action shall be liable for and agrees to reimburse the Condominium Association for its costs, expenses and reasonable attorneys' fees in defending any such action.

5.3 Vehicles. There are two (2) designated parking spaces assigned to each Condominium Unit. Each vehicle parked in a designated parking space shall be registered with the Condominium Association by type, year, color, license number and such other identification as is appropriate. No guest of a Condominium Owner shall use a parking space designated for visitors for more than three (3) days without the consent of the Executive Board, which may impose a fee for such use. No trucks, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats or boat trailers or similar vehicles (other than passenger automobiles or pickup or utility trucks with a capacity of one ton or less) or any other vehicles shall be parked, stored or kept on any portion of the Property. This restriction shall not prohibit occasional parking of commercial, service and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property. No work on vehicles, including repairs, shall be performed on any portion of the Property, except in emergencies. Abandoned or inoperable vehicles shall not be stored or parked on any portion of the Property. An abandoned or inoperable vehicle is any vehicle which has not been driven under its own propulsion for three (3) weeks or longer and which appears incapable of operation. A written notice describing the abandoned or inoperable vehicle and requesting its removal shall be personally served upon the Owner or posted on the vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice is given, the Condominium Association may remove the vehicle without liability and the expense of removal shall be charged against the Condominium Owner.

The Condominium Association shall have the right to assess and enforce penalties against Condominium Owners violating these restrictions applying to vehicles as follows: One Hundred Dollars (\$100.00) for the first violation and One Hundred Dollars (\$100.00) plus an additional Fifty Dollars (\$50.00) for each subsequent violation, such that the fine increases in Fifty Dollar (\$50.00) increments for each succeeding violation.

ARTICLE VI **ARCHITECTURAL COMMITTEE**

6.1 Incorporation by Reference. The provisions of Sections 6.1 through and including 6.12 of Article VI of the Master Declaration are incorporated herein by reference in their entirety.

ARTICLE VII **COLLECTION OF ASSESSMENTS - ENFORCEMENT**

7.1 Assessments. All Condominium Owners, by acceptance of a deed to a Condominium Unit, including without limitation public trustee, sheriff's or similar deed, are deemed to covenant and agree and shall be obligated to pay any and all assessments lawfully imposed by the Executive Board of the Condominium Association and the Executive Board of the Townhome Association. To the extent the Townhome Association and/or Condominium Association is responsible therefor, assessments may be lawfully imposed for any items of common expense which may include, among other things: expenses and costs of maintaining, repairing, and plowing of roads within and accessing the Subdivision; expenses for maintaining,



improving, and preserving common property; expenses of the Architectural Committee; and insurance, accounting, and legal functions of the Townhome Association and/or Condominium Association. Such assessments shall be deemed general assessments and shall be borne pro rata by all Condominium Owners. The Condominium Association Executive Board may establish contingency and reserve funds for the maintenance and improvement of common property and any other anticipated costs and expenses of the either association to be incurred in pursuit of its purpose. Contingency and reserve funds shall be in such an amount as the Townhome Association Executive Board and/or Condominium Association Executive Board may deem necessary and appropriate for the aforesaid purposes. Each Condominium Owner shall be required to pay his pro rata portion of these funds based on the total number of Condominium Units.

The Condominium Association Executive Board shall have the right during any calendar year to levy and assess against all of the Condominium Owners a special assessment for such purpose or purposes, in accordance with these Covenants, or the Articles or Bylaws of the Townhome Association or Condominium Association, as may be necessary. Such special assessment shall be paid for in equal portions by the Condominium Owners obligated to pay such assessment and shall be due and payable as determined by the Executive Board.

All Condominium Owners specifically acknowledge and agree that an assessment will be levied against them and their Condominium Unit by both the Master Association and the Battlement Mesa Service Association for the maintenance of the Common Elements that serve the Subdivision and the entire Battlement Mesa PUD, including certain common elements of the Property, at the rate to be determined from time to time by the Master Association and the Battlement Mesa Service Association. Any default in the payment of such assessments shall constitute a default under these Covenants and shall be subject to enforcement hereunder.

7.2 Incorporation by Reference. The provisions of Sections 7.2 through and including 7.5 of Article VII of the Master Declaration are hereby incorporated by reference in their entirety.

ARTICLE XIII
RIGHTS OF LENDERS

8.1 Incorporation by Reference. Sections 8.1 through and including 8.12 of Article VIII of the Master Declaration are hereby incorporated by reference in their entirety.

ARTICLE IX
INSURANCE

9.1 Incorporation by Reference. Sections 9.1 and 9.2 of Article IX of the Master Declaration are hereby incorporated by reference in their entirety.

9.2 Townhome Association Insurance. The Townhome Association shall obtain, maintain, and pay premiums upon, as a common expense, a policy of property insurance

covering all of the General Common Elements within Lot 46 and all personal property belonging to the Townhome Association, as well as comprehensive general liability insurance covering all of the common elements and public ways of Lot 46.

9.3 Condominium Association Insurance. The Condominium Association shall obtain, maintain, and pay premiums upon, as a common expense, a policy of property insurance covering all of the Condominium Common Elements and Condominium Limited Common Elements within the Property and all personal property belonging to the Condominium Association.

9.4 Condominium Unit Owner Insurance. An insurance policy issued to the Condominium Association does not obviate the need for Condominium Owners to obtain insurance for their own benefit. The Condominium Association insurance policy shall not cover finished interior surfaces of the walls, floors, and ceilings of the Condominium Units. Moreover, the Condominium Association insurance policy need not include improvements and betterments installed by Condominium Owners. It shall be the duty of all Condominium Owners to ensure that such portions of the Condominium Unit as exist for their own benefit are insured adequately.

ARTICLE X
GENERAL PROVISIONS

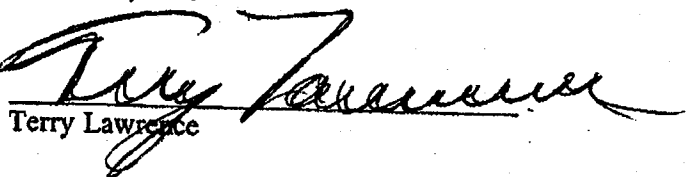
10.1 Incorporation by Reference. Sections 11.1 through and including 11.7 and Section 11.9 of the Master Declaration are hereby incorporated by reference in their entirety.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for the Valley View Village Condominium Association has been executed as of the day and year first written above.

DECLARANT:

DARTER, LLC

By


Terry Lawrence

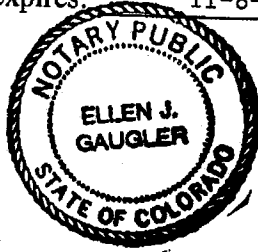
[Notary Block on following page.]

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 14th day of June,
2005, by Terry Lawrence, Managing Member of Darter, LLC.

WITNESS my hand and official seal.

My Commission expires: 11-8-2008.



Ellen J. Gaugler
Notary Public